

CALIFORNIA DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSAL

**AMERICAN SIGN LANGUAGE DVD:
FOR PARENTS OF NEWBORN DEAF OR HARD OF HEARING CHILDREN**

**Highlighting Language Development to Enhance Communication,
Life, and Success!**

November 16, 2009

**Intent to Submit Proposal (mandatory)/and questions: Due no later
than 5:00 P.M. on December 1, 2009**

Proposal/Bid Submittal Deadline: 5:00 P.M., December 22, 2009

**SEND TO: Andrew Laufer, Education Administrator I
 California Department of Education
 Special Services and Support Branch
 1430 N Street, Room 5602
 Sacramento, CA 95814**

Cost limit for this project: \$34,000.00.

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HIGHLIGHTING LANGUAGE DEVELOPMENT WITH AMERICAN SIGN LANGUAGE

1. PURPOSE

In the Deaf and Hard of Hearing (DHH) community, the natural tendency for communication is visual language. The California Department of Education (CDE) proposes to produce a 20 to 30 minute DVD that demonstrates and documents the beauty and efficiency of American Sign Language (ASL). The intent of this project is to elicit a positive notion of ASL with respect to language development, and the dramatic benefits it, as a complete language, has on effective communication, social expression, and success for people in the Deaf community. **We believe that providing this message in a compelling DVD to parents of newborn children will help to assure them that the birth of a deaf child is not a tragedy.** We also believe this DVD will be useful in teacher training programs, as well as audiology and nursing programs.

2. BACKGROUND FOR THE DVD PROJECT

ASL is the only “sign language” in the United States that is recognized as an official language with its own syntax and rules of grammar. ASL is a visual language that is vitally important to the DHH community.

Language gives us the ability to define who we are! The most basic concept of language is that it is a means of communication. However, language is much more than that. Without language, our ability to express ourselves, be understood, understand the world around us, and be a contributing member of our community would be limited to the most rudimentary levels. There are social, cultural, and political aspects of language that enable us to communicate with emotion, passion, and conviction. In general, the hearing population lacks this deep understanding of language. This lack of understanding is particularly evident with respect to ASL.

After watching this DVD, we hope that parents will be motivated to learn ASL themselves and communicate with their child using ASL to ensure their child has access to a complete language and derives the benefits of language acquisition as soon as possible.

As far as we know, a DVD with this goal in mind has never been produced. Excellent DVDs depicting important issues within Deaf Culture have been produced, but they have not been geared specifically toward an understanding of ASL and its importance in language development.

Comparable videos have been produced that leave the viewer with a profound sense of hope for their DHH child. However, these videos are about educational approaches used in educating DHH children. This DVD is not about the educational approaches used, but rather about ASL and its importance to a DHH child’s life with respect to language development and consequent capacity to understand and thrive in the world around them.

Frequently, auditory/oral programs, which focus on speech development, prohibit the use of ASL in their programs. Some children in these programs will not successfully develop auditory/oral skills and will delay language development if the use of ASL is prohibited. **All** children can develop language skills with ASL; therefore, we want to demonstrate that children with cochlear implants and hearing aids will also realize tremendous benefits of acquiring language skills through ASL.

3. SCOPE OF THE PROJECT

This is the critical section of the RFP since it establishes what the contractor will be expected to do and becomes part of the contract terms.

The primary audience for this DVD will be hearing parents of newborn DHH children. Secondary target audiences will be teachers, medical personnel, audiologists, politicians, state departments, and the general public.

The successful bidder will create a DVD that describes ASL in such a way that parents of newborn DHH children are filled with hope about their child's future because of their ability to access a complete language through ASL, and that their child will develop **language skills** commensurate with hearing children.

3.1 Task 1. DVD Requirements: The bidders Technical Proposal must provide, in detail, how it will incorporate the following into the DVD:

1. Demonstrate the fact that the birth of a DHH child gives cause to celebrate, not despair. Demonstrate full understanding of a hearing parent's typical reaction upon learning that their child is Deaf or Hard of Hearing (DHH). Clearly describe how the DVD will convey the message that the birth of their child is cause for celebration because, with the acquisition of language via ASL, their child will be able to do anything a hearing child can do, except hear.
2. **Be inclusive** so that all DHH children, regardless of their use of cochlear implants or hearing aids, will be represented, and show that they can benefit from the proficient use of ASL. Clearly demonstrate that children who have hearing aids, or Cochlear Implants (CI), will benefit from language development via ASL. Points out that language development will occur even if the CI and hearing aids fail. Clearly demonstrates that speech development will not be slowed with ASL skill development, but will likely improve. Social skills may also improve with ASL skills.
3. Not promote one educational approach over another. The DVD will represent a positive, balanced depiction of the use of ASL in all settings used. The proposal does not openly advocate for any one educational approach over another with respect to oral/auditory, total communication, bilingual ASL/English approach. Academic success is highlighted with respect to ASL skill development as it pertains to understanding the world around them and their ability to communicate effectively.
4. Convey the overall benefits of language development and that they are attainable with language skills acquired through ASL. It will effectively describe the benefits of language development and show the realization of these benefits. The benefits of language development include the ability to communicate effectively with precision and eloquence; to have a context for which to understand the world around us; to develop bilingually; and to connect with family, friends, and community with profound potential.
5. Demonstrate the importance of ASL proficiency in the family setting with respect to psychosocial development of the child and the parent-child relationship. The proposal should effectively describe how the parent-child relationships and other family relationships, are positively influenced with the development of ASL skills. Besides family

life, the DVD should also touch on social skills required to participate in various social events or venues like school, community gatherings, shopping, etc.

6. Demonstrate the eloquence, precision, and efficiency of ASL in various professional settings, including business, teaching, or liberal arts. The DVD will convey the idea that acquisition of language skills through ASL will allow their children to climb to great heights professionally in medicine, business, liberal arts, education, sports, science, or any other discipline they choose because it is a complete language capable of conveying ideas precisely and efficiently with eloquent style.
7. Be developed with input from an oversight committee defined below that is made of hearing people and members of the Deaf Community. The proposal should clearly spell out how the bidder will work with the oversight committee to schedule meetings and provide information that ensures complete, consistent communication throughout the contract period to produce the desired DVD within the cost and time constraints.
8. Include sound, music, and voice-over to enhance the positive, emotional impact for hearing parents and viewers in general. Music, sound, and voice over components of the DVD will be professionally incorporated throughout. The proposal should emphasize sound as a critical component of the DVD and demonstrates an understanding that sound components of the DVD will have a profound emotional impact on hearing parents viewing the DVD.
9. Use imagery with care so that the nature of the DVD is positive throughout, and Deafness is not associated with a disability. The proposal for the DVD should provide a descriptive narrative of how positive imagery will be maintained. The description should include factors influencing positive imagery such as lighting, background, calm and friendly appearance of individuals, etc. The proposal notes that if individuals with disabilities are used in the filming, care will be taken so the focus remains on language development with ASL and not the disability of the participant.
10. Be fully captioned and accessible to the hearing and Deaf communities. The proposal should indicate that closed captioning will be used as well as voiceover for interpreters so the DVD is fully accessible to both hearing and Deaf viewers. The proposal should also indicate the proficiency (or fluency) of the interpreters chosen to do voice over. The description expands on how accessibility will be improved with other options.

3.2 Task 2 DVD Production: This section of the Technical Proposal must include a plan for task completion.

The production of the DVD allows for significant creative license in return for significant responsibilities. The successful bidder will have the **capacity** and be responsible for all aspects of producing the DVD including, but not limited to providing for the items listed below. Include a description or plan that demonstrates your ability to accomplish all of the listed components of DVD production in this section.

Research
Production Staff
Script development
Filming

Formatting
Color
Actors/Subjects
Parental permission to photograph children
Location permits if required
Editorial Staff
Revisions
Closed captioning
Voice over
Music and sound mixing
Graphics
Equipment
Lighting
Travel
Incorporating Film Credits
Final print copy, etc.

3.3 Task 3 Communication: this section of the Technical Proposal must describe the process by which the bidder will accomplish this particular activity.

The bidder must describe how they intend to communicate with CDE. Travel to the California Department of Education (CDE) headquarters in Sacramento, or possibly to the California School for the Deaf in Fremont will be required periodically. The successful bidder must regularly communicate with an oversight committee composed of representatives from the CDE. The oversight committee will approve the script, scene and music concepts, and maintain editing rights throughout the process. The successful bidder will work with the CDE Contract Monitor, Andrew Laufer, who will also serve as the lead Education Administrator on the committee to set up meeting times, videophone conferences and otherwise communicate with the oversight committee. The successful bidder will submit progress reports to the oversight committee on a monthly basis, the last Friday of each month. The Contract Monitor shall make a determination about the acceptability of the finished product.

3.4 Task 4 A Comprehensive Plan and Schedule for Project Deliverables and Activities:
This section of the technical proposal must acknowledge the bidder's commitment to completing all of the requirements specified below and must describe the process by which the bidder will accomplish all of the associated subtasks and activities.

- 1. Narrative Schedule** – Include a detailed narrative schedule that outlines chronologically each activity to be performed under the contract. The schedule must describe all activities set forth in the Scope of the Project above. The chronological schedule must include proposed task initiation and completion dates. The schedule will also serve as a monitoring document for the oversight committee to assure timely completion of tasks as scheduled. The narrative should include a separate timeline schedule for each of the fiscal years covered by this RFP. The fiscal year is July 1 through June 30 of each year.
- 2. Progress Reports** – Provide for monthly progress report to the Oversight Committee. The progress reports must: 1) include a report of activities completed during the prior month; 2) include a list of activities in progress or scheduled during the prior month with the progress noted for each; 3) address any issues or problems; and 4) include a

detailed list of invoices submitted and paid. The monthly progress report must be e-mailed to CDE no later than 5:00 P.M. on the last Friday of each month. CDE will not approve invoices for payment on this contract until it has among other things, received monthly progress reports.

3. **Bi-Weekly Management Meetings** – Provide for face-to-face, telephone, or videoconference management meetings every other week between the successful bidder and CDE staff. These bi-weekly meetings will provide an opportunity to review and discuss task implementation and status. Subcontractors must be included as appropriate to the task.
4. **CDE Approval Schedule** – CDE must approve all material and/or deliverables developed in conjunction with this contract. The successful bidder may not disseminate any materials, or deliverables to the public, or any other third party without written approval by CDE. The successful bidder is responsible for allowing sufficient time for CDE to review the materials and/or deliverables, and if necessary, for the successful bidder to make modifications as directed by CDE to review and sign-off on the revised submission. The successful bidder is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain sign-off by CDE.

4. GENERAL PROPOSAL INFORMATION

4.1 Bidder Eligibility

Only film producers with experience working with the Deaf Community will be considered for this project. Sole proprietorships, partnerships, public or private agencies, unincorporated organizations or associations may submit proposals in response to this RFP. The bidder must be legally constituted and qualified to do business within the State of California. If required by law, any business entity required to be registered with the Secretary of State must submit a current *Certificate of Good Standing* issued by the California Secretary of State. (For information and to obtain a certificate, contact the Secretary of State at 1500 11th Street, Sacramento, CA 95814. **Allow sufficient time to obtain the certificate. It may take the Secretary of State's office six weeks or more to process the request. The *Certificate of Good Standing* must be in place prior to sending in a proposal.**) A separate paragraph in the cover letter must clearly state the bidder's legal status and evidence that it is legally constituted and qualified to do business with the State of California. With the exception of organizations whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships) bidders that are not fully incorporated by the deadline for submitting proposals will be disqualified.

4.2 Contract Funding and Time Period

Funding

Funding for this project is limited to \$34,000. A single organization, the Annenberg Foundation, is the primary funder. The California Department of Education is providing administrative resources for the oversight committee.

Time Period

It is anticipated that the contract start date will begin approximately on **February 1, 2010** and will be completed approximately on October 31, 2010. The actual starting date of the contract is contingent upon approval of the agreement by the Department of General Services. The project must be completed no later than October 2010.

4.3 Cost Of Preparing A Proposal

The costs of preparing and delivering the proposal are the sole responsibility of the bidder. The State of California will not provide reimbursement for any costs incurred or related to the bidder's involvement or participation in the RFP process.

4.4 Intent To Submit A Proposal

Bidders are required to submit an Intent to Submit a Proposal (Attachment 6), mailed, e-mailed or faxed, that must be received by **5:00 p.m. on Tuesday, December 1, 2009**. The Intent to Submit a Proposal does not require an organization to submit a proposal, however, a proposal will not be accepted unless a Letter of Intent is submitted on time.

The Intent to Submit a Proposal must be signed by the bidder or the bidder's representative and include the title of the person signing the Intent to Submit a Proposal and show the date of submission. In the case of e-mailing an electronic signature must be affixed. Questions regarding this RFP may be included with the Intent to Submit a Proposal (see also Section 4.6) and must be mailed, e-mail or faxed by **5:00 p.m. on Tuesday, December 1, 2009**.

The Intent to Submit a Proposal and questions regarding the RFP should be mailed, e-mailed or faxed to:

Andrew Laufer
California Department of Education
Special Services and Support Branch
1430 N Street, Suite 5602
Sacramento, CA 95814

Fax: 916-319-0100
E-mail: alaufer@cde.ca.gov

It is the bidders' responsibility to ensure that the Intent to Submit a Proposal reaches the Special Services and Support Branch no later than **5:00 p.m. on Tuesday, December 1, 2009**. Proposals for which the Intent to Submit a Proposal has not been received by the date and time specified, shall not be accepted.

4.5 Questions and Clarifications

Bidders are required to an Intent to Submit a Proposal (Attachment 4), mailed, e-mailed or faxed, that must be received by 5:00 p.m. on Tuesday, December 1, 2009. The Intent to Submit a Proposal does not require an organization to submit a proposal, however, a proposal will not be accepted unless a Letter of Intent is submitted on time.

Written questions regarding the RFP will be included with the response to the questions and sent by e-mail to applicants who submitted an *Intent to Submit a Proposal* form. Bidders are required to submit a form even if they have no questions.

The *Intent to Submit a Proposal* form and questions must be submitted to Andrew Laufer either by e-mail at alaufer@cde.ca.gov, facsimile at 916-319-0100, or mail (express or standard) at the address specified below by 5:00 P.M. on December 1, 2009.

Andrew Laufer, Education Administrator I
California Department of Education
Special Services and Support Branch
1430 N Street, Room 5602
Sacramento, CA 95814

4.6 Definitions

- “Assessment” shall mean any systematic method of obtaining information from tests and other sources, used to draw inferences about characteristics of people, objects, or programs, as defined in *Standards for Educational and Psychological Testing* (1999).
- “Bidder” shall mean each and every business entity, sole proprietorship, partnership, public or private corporation, agency, organization, or association that submits a proposal in response to the RFP.
- “Contractor” shall mean the successful bidder selected by the CDE as the business entity to administer its proposal and subsequent contract to support the accomplishment of any tasks described in this RFP.
- “Cost reimbursement contract” provides for payment of allowable incurred costs related to services performed, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the successful bidder may not exceed for each line item, except as specified in Section 7.1 of this RFP.
- “Fiscal year” means the state fiscal year July 1 through and including the following June 30.
- “Portions of work” shall be defined by the bidder for the purposes of compliance with Disabled Veterans Business Enterprise (DVBE) requirements. Public Contract Code Section 10115.12(a)(2) precludes the use of more than one subcontractor to perform a “portion of work” as defined by the bidder in his or her proposal as a subcontractor identified as a DVBE to be used for that portion of work.
- “Specifications” shall mean the minimum specifications required by the CDE for a task, subtask, or activity. Specifications provided in this RFP represent a comprehensive outline of the detail required in the bidder’s proposal for successful accomplishment of a task, subtask, or activity.

- “Subcontract” shall mean any and all agreement(s) between a bidder and another entity (including but not limited to an individual or business) for the accomplishment of any task, subtask or activity, in whole or in part, described in this RFP, or to provide goods or services in support of the work described in this RFP.
- “Subcontractor” shall mean each and every entity (including but not limited to an individual or business) with whom a bidder enters into any agreement for the accomplishment of any task, subtask, or activity, in whole or in part, described in this RFP, or to provide goods or services in support of the work described in this RFP. All persons who are not employees of the bidder are to be considered subcontractors.
- “Successful bidder” shall mean the business entity selected by the CDE as the business entity to administer its proposal and subsequent contract to support the accomplishment of any task(s) described in this RFP.
- “Working day” shall mean days Monday through Friday, inclusive, but exclusive of the CDE-observed holidays.

4.7 Request For Proposal Schedule

Activity	Action Date	Time
Request for Proposal Released	November 16, 2009	
Intent to Submit a Proposal	December 1, 2009	5:00 P.M.
CDE response to questions	December 8, 2009	5:00 P.M. (Tentative)
Proposals Due	December 22, 2009	5:00 P.M.
Review of Proposals	January 4 – 5, 2010	(Tentative)
Bid Opening Date	January 7, 2010	2:00 P.M. (Tentative)
Five-day posting period	January 12 – 18, 2010	(Tentative)
Contract start date	March 15, 2010	(Tentative)

5 PROPOSAL SPECIFICATIONS

5.1 General Requirements

Each bidder must submit a Technical Proposal that describes its experience, its qualifications to conduct the required activities, and its approach to completing the tasks. One original (clearly marked original) and six (6) copies of the Technical Proposal, along with all required attachments, must be sealed, marked, and **packaged separately from the Cost Proposals**. The Technical Proposals submitted must comply with the format and content requirements detailed in this section. All technical proposals must be clearly labeled on the outside of the envelope or package with the following proposal title:

Technical Proposal for American Sign Language DVD

Proposals sent by regular postal service, express courier, or hand-delivered must be directed to the CDE at the following address:

California Department of Education
Special Services and Support Branch
1430 N Street, Suite 5602
Sacramento, CA 95814

Attn: Andrew Laufer

Separately, each bidder must submit a Cost Proposal that describes the costs for completing the tasks in the Technical Proposal. One original (clearly marked original) and six (6) copies of the Cost Proposal must be sealed, marked, and packaged separately from the Technical Proposals. The Cost Proposal will NOT be opened unless the Technical Proposal has met the requirements of Step 1, Part 1 and 2 (see RFP section 9 and 11). All cost proposals must be clearly labeled on the outside of the envelope or package with the following proposal title:

**Cost Proposal for
American Sign Language DVD
(Do not open until January 7, 2010)**

The full submission, consisting of both the technical proposal and the cost proposal, must be received no later than **5:00 p.m.**, on December 22, 2009, at the CDE. Transmission by electronic mail (modem/internet) or facsimile (fax) shall not be accepted. It is the bidder's responsibility to ensure that the submission is received by CDE by the deadline. If the proposal is hand-delivered on December 22, 2009, deliver to Andrew Laufer or his designee in the lobby of 1430 N Street, Sacramento, CA 95814 at a pre-arranged time. Schedule the drop off time by calling the Executive Assistant at 916-319-0797. In-person drop-off of the technical proposal or cost proposal will not be accepted after 5:00 p.m.

CDE staff cannot assist bidders in meeting the requirements of this RFP. Proposals not received by the date and time specified will not be accepted and will be returned to the sender marked "LATE RESPONSE." Each proposal must be complete when submitted. Incomplete proposals may be considered noncompliance and may not be reviewed.

The terms and conditions within the State's proposed agreement as set forth herein are not negotiable. In the event a proposal is submitted that in any way deviates, alters, modifies, or otherwise qualifies any of the terms herein, such act will constitute a basis for rejection of the proposal at the sole discretion of CDE.

CDE reserves the right to amend, modify, or cancel this RFP, in whole or in part, prior to the award of any contract by issuing an addendum or erratum to all parties. CDE may waive any immaterial deviation or defect in a proposal. CDE's waiver of a deviation or defect shall in no way modify the RFP documents or excuse the successful bidder from full compliance with the RFP specifications if awarded the contract. In the event of a conflict between the successful bidder's proposal and the RFP, the RFP will control.

The successful bidder's Technical and Cost Proposal will be incorporated into the final contract, which is a public document. All proposals (technical and cost) and related documents submitted pursuant to this RFP become the property of the State of California. All Technical Proposals and Cost Proposals that advance to Cost Proposal opening are public documents and will be made

available in their entirety for public inspection and reproduction. Submission of a proposal is acceptance of these terms. The bidder waives any and all claims based on CDE's release of such information.

DO NOT include the "budget" or any financial or price information with the Technical Proposal sections.

5.2 DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California Certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The GSPD-05-105 can be accessed at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> (Outside Source). The incentive amount for awards based on the lowest responsive/responsible Cost Proposal received will vary in conjunction with the percentage of DVBE participation. The following table represents the percentages that will be applied towards the bidder's Cost/Price Proposal amount:

Confirmed DVBE Participation of:	DVBE Incentive:
100% (prime contractor)	5%
Over 3%	4%
3%	3%
2% up to 3%	2%
1% up to 2%	1%

Bidders who complete the GSPD-05-105 form must also complete and submit the required Attachment 3-A form as specified in Section 5.2 of the RFP.

5.3 Technical Proposal Sections

All information necessary to judge the technical soundness and the management capabilities of the bidder must be contained in the Technical Proposal. Bidders must submit a Technical Proposal that addresses in detail all of the tasks, subtasks, and activities in this RFP. Bidders must follow the Technical Proposal format and content requirements detailed in this section. Evaluation criteria For The American Sign Language DVD RFP, has been provided in Section 11 for your convenience.

The bidder must prepare and submit a Technical Proposal that includes all of the following components: (1) Cover Letter, (2) Table of Contents (3) Narrative for the Scope of the Project, (4) Management and Staffing (5) Related Capacity and Experience, (6) Samples of Previous Work, (7) Requirements for all Subcontractors, and (8) all required attachments specified in this RFP, including, but not limited to, a completed and signed **Contractor Certification Clauses (CCC-307)** form, a completed Small Business Preference Sheet, and a completed and signed Payee Vendor Data (Std. 204). (See section 5.4G for specific forms.) The Technical Proposal must be submitted in this order and additional sections are not to be included. **The Proposal can be no more than 30 pages, typed in 12 Point font with one inch margins throughout.** Samples of Previous Work, such as copies of DVDs or videos done previously by the bidder may be submitted to demonstrate Related Capacity and Experience. Do not attach pamphlets, letters of support (except from any proposed subcontractors) or other items that are not specifically requested in this section. Any additional sections or materials not specifically

requested in this RFP will not be reviewed. Additionally, do not provide alternative responses or options in a single proposal.

The Technical Proposal must be presented in a narrative format demonstrating the ability to meet all qualifications and requirements specified in this RFP. The Technical Proposal must be clearly organized and easy to follow. All pages of the Technical Proposal, including pages with charts, must be numbered sequentially. The Technical Proposal must use the section and subsection headings specified in the RFP.

Bidders may not include any budget, price, or financial information in any section or required attachment of the Technical Proposal. Cost information included in any section or in any required attachment to the Technical Proposal may result in disqualification and removal of the proposal from further review at the sole discretion of CDE. Redact dollar figures before the proposal is submitted to CDE (e.g. DVBE attachments, letters of agreement from subcontractors, etc.).

IF ANY COSTS, RATES, OR DOLLAR AMOUNTS APPEAR IN THE TECHNICAL PROPOSAL, THE BIDDER'S PROPOSAL MAY BE DISQUALIFIED.

5.3.A Cover Letter. Include a copy of the cover letter in each proposal (Technical or Cost). The Cover Letter must:

1. Acknowledge that all rights to any hard copy/electronic material report or other material or product developed by the bidder or its subcontractors in connection with his agreement shall be the sole property of CDE.
2. Attest to the bidder's eligibility in terms of being legally constituted and qualified to do business in California (See RFP Section 4.A)
3. Use the bidder's true corporate name, indicate any fictitious name under which the organization is doing business ("doing business as"), or, in the case of an entity whose legal status precludes incorporation, clearly state the bidder's legal status in a separate paragraph.
4. Acknowledge that the bidder will conduct all tasks and activities specified in the RFP Section 3. Scope of the Project.
5. Identify acceptance of the contract terms and requirements as specified in RFP Section 7. No additional contract terms or requirements may be added or substituted by the bidder, and no modifications or corrections to stated contract terms and requirements can be made.
6. Acknowledge that the proposal, in its entirety, and related documents submitted in response to this RFP are public documents. The successful bidder's Technical Proposal and Cost Proposal will be incorporated into the final contract, which is a public document. All proposals (technical and cost) and related documents submitted pursuant to this RFP become the property of the State of California. All Technical Proposals and Cost Proposals that advance to Cost Proposal Opening are public documents and will be made available in their entirety for public inspection and reproduction. Submission of a proposal is acceptance of these terms. The bidder waives any and all claims based on CDE's release of such information.

7. Be signed by the individual qualified to make the offer to perform the work described in the RFP. In the case of organizations, an individual signing this letter must indicate his/her position title, and certify that he/she is authorized to make the offer on behalf of the organization. The mailing address, telephone number, e-mail address, and fax number of the authorized representative who signed the cover letter must be included.
8. Acknowledge that the bidder, and all its subcontractors, will complete, sign, date and return the required Conflict of Interest and Confidentiality Statement (Attachment 5), as a condition of receipt of the contract.
9. Acknowledge that the bidder and subcontractors engaging in services to CDE related to this RFP and resulting contract, will complete, sign and date their required Confidentiality and Non-Disclosure Agreement (Attachment 6) form, which must be kept on file by the bidder and made available to the CDE upon request, as a condition of receipt of the contract. Individual employees do not need to sign this form.
10. Acknowledge that the bidder and subcontractors and each of their employees engaging in services to CDE related to this RFP and the resulting contract, will complete, sign and date the required California Department of Education Computer Security Policy (Attachment 7) form, which must be kept on file by the bidder and made available to the CDE upon request, as a condition of receipt of the contract.

5.3.B Table of Contents – The Technical Proposal must include a Table of Contents, which identifies, by page number, all the section and subsection headings in the Technical Proposal.

5.3.C Scope of the Project – The Technical Proposal must include detailed narrative plans to manage and accomplish the scope of work for each task (as specified in Section 3)

5.3.D Management and Staffing - The Management and Staffing section must present a plan for the internal management of contract work that will ensure accomplishment of the tasks.

1. Management Plan – To be successful, this project requires an effective management plan that enables the approved bidder to complete tasks on schedule and within budget. The management plan must include clearly identified procedures for:

- a. Managing project personnel, subcontracts (if any), and fiscal resources;
- b. Ensuring adherence to the schedules and deadlines;
- c. Ensuring high-quality products and outcomes.
- d. Identifying potential problems early and resolving those problems in a timely manner;
- e. Maintaining close communication with CDE, and;
- f. Monitoring and controlling project expenditures.

2. Management Staff – The proposed management team must include a (1) Project Manager, and if subcontractors are used, a (2) Project Coordinator for each subcontract (Project manager can serve as Project Coordinator, however, the Technical Proposal must specify). The proposal must describe in detail the professional qualifications of the individual members of the proposed management team who will be working on this project. In addition, the proposal must include

résumés for the proposed management team and for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor.

3. Staff Organization Plan – The bidder must include in its proposal a staff organization plan. This plan must specify by task all job positions assigned to each task, the number of hours that will be devoted to the specific task by all job positions (including but not limited to management staff), and the responsibilities of each job position regarding the specific task. In addition, for each job position included in the staff organization plan, identify the supervisor who has approval authority over that position's work (e.g. organizational chart).

5.3. E Related Capacity and Experience

1. Capacity - This section must describe the bidder's capacity and ability to perform and administer all tasks related to this RFP. It must clearly identify the bidder's capacity and expertise to complete the task of creating the DVD and addresses all of the factors listed in this RFP with respect to the technical and management aspects of the project and expands the narrative to indicate the extensive capacity necessary to get the job done. If the bidder will be subcontracting a portion of the work, this section must include a description of the subcontractor's capacity and ability to perform the portion of the work in which the subcontractor will be involved. This section must also include a description of the bidder's and, if any, subcontractor's, facilities, equipment, and technical capacity,

2. Experience - This section must describe the bidder's prior experience in conducting projects of a similar nature and scope including length of experience. This section must describe the bidder's experience: in working and filming within the Deaf Community; proficiency in American Sign Language; and, conveying concepts in Deaf culture clearly on film. It must demonstrate a strong understanding of Deaf culture and have staff or available interpreters that are proficient ASL to assist them throughout the project if necessary. They also have experience working in and outside of the Deaf Community in a professional capacity making films requiring research, archival material and innovative approaches to conveying complex concepts. Additionally, if the bidder will be subcontracting any portion of the work, this section must describe the subcontractor's prior experience in performing the subcontracted portion of the work and dates of such work.

5.3.F Samples of Previous Work

The **Samples of Previous Work** section must include at least 3 samples of DVD products developed by the contractor. If complete products are provided, at least 3 copies of the product must be submitted with the technical proposal.

5.3.G Requirements for all Subcontractors

1. Portion of Work - This section must include a short description of the proposed work for each subcontractor.

2. Letters of Agreement - The bidder must submit a letter of agreement for each proposed subcontractor. (DVBE subcontractor(s)/supplier(s) shall also comply with Attachment 3-A, Documentation of DVBE Program Requirements.)

5.3.H Required Attachments -The Technical Proposal must include the following completed attachments:

- 1 The **Contractor Certification Clauses (CCC-307)** must be signed and dated with an original signature with each copy of the proposal. This form may be accessed at: <http://www.documents.dgs.ca.gov/ols/CCC-307.doc> (Outside Source).
- 2 The Small Business Preference Sheet (RFP Attachment 1) must be completed, with an original signature with each copy of the proposal. If the preference is being claimed, a copy of the certification letter from the Office of Small Business and Disabled Veterans Business Enterprise Services (OSDS) or a print out from the OSDS Web site must be included.
- 3 The Payee Data Record (Std. 204) must be fully completed, signed and dated with an original signature with each copy of the proposal. This form may be accessed at: <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf> (Outside Source).
- 4 A current original Certificate of Good Standing issued by the California Secretary of State, if applicable (See Section 4.A). If the business entity is not required to register with the Secretary of State, evidence of licenses required to do business in California.
- 5 The Conflict of Interest and Confidential Statement (Attachment 5) must be completed, signed and dated by the successful bidder, and all its subcontractors, as a condition of receipt of the contract. The successful bidder must agree to this requirement by including an acknowledgement in the cover letter (See Section 5.3.A).
- 6 The Confidentiality and Non-Disclosure Agreement (Attachment 6) must be completed, signed and dated by the successful bidder, subcontractors and each of their employees engaging in services to CDE related to this RFP and the resulting contract and kept on file by the bidder and made available to the CDE upon request, as a condition of receipt of the contract. The bidder must agree to this requirement by including an acknowledgement in the cover letter (see Section 5.3.A). Individual employees do not need to sign this form.
- 7 The California Department of Education Computer Security Policy (Attachment 7) must be completed, signed and dated by the bidder, subcontractors and each of their employees engaging in services to CDE related to this RFP and the resulting contract and kept on file by the bidder and made available to the CDE upon request, as a condition of receipt of the contract. The bidder must agree to this requirement by including an acknowledgement in the cover letter (See Section 5.3.A).
- 8 The Darfur Contracting Act Certification (Attachment 8), must be completed and if applicable, signed and dated with an original signature on the form included in the ORIGINAL Technical Proposal and a copy of the form with each copy of the Technical Proposal.

5.4 Cost/Price Proposal

Cost Proposals must be submitted in a separately sealed envelope, marked as specified in Section 5.1. The contract will be awarded to the lowest responsible bidder meeting the requirements of this RFP. The lowest responsible bidder will be determined by the lowest total amount for the overall contract. The resulting contract will be a cost reimbursement contract.

The total contract bid amount must be for all tasks specified in the scope of work, including work done by subcontractors, and all related overhead or indirect costs. No costs, direct or indirect, shall be omitted from the Cost Proposal. Computations must not include rounding and must not be computed beyond two (2) decimal places. A contract amendment may be considered in the following circumstances: (1) CDE requests additional new work outside the scope of this RFP, (2) there is a change in scope due to legislative action, or (3) any budget line item change of more than 10%. (See RFP Section 7.1).

Cost Proposals must provide the computation for all rates (e.g., salaries, benefits, leases, overhead and indirect costs). Travel and per diem rates must not exceed those established for the State of California's non-represented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations (See Attachment 5).

The Cost Proposal must, at a minimum, contain the following sections:

- A. Cover Sheet
- B. Summary of all Costs by Task
- C. Summary of all Subcontractor Costs
- D. Task Detail

DO NOT include the "budget" or any related financial information with the Technical Proposal.

In addition to the title of the proposal as specified in Section 5.1, the outside of the sealed envelope containing the cost/price bid information must read:

**Cost Proposal
American Sign Language DVD
Do not open before January 7, 2010
at 1430 N Street, in Sacramento, CA 95814**

5.4.A Cover Sheet - The first page of the Cost Proposal must be a Cover Sheet. **Only the Cover Sheet will be read at the bid opening.** The Cover Sheet must indicate the TOTAL amount for the overall contract without any cost breakdowns.

The Cover Sheet should state:

[Insert Name of bidder] proposes to conduct the work associated with the administration of the **American Sign Language DVD** for \$ **[insert dollar amount]**.

Any proposed costs submitted by the bidder that are not included in the total amount for the overall contract as stated on the Cover Sheet, are not binding on CDE, or the State of California, and will be disregarded and can be cause for disqualification.

5.4.B Summary of all Costs by Each Task - The Cost Proposal must contain a section that summarizes all costs by task for each fiscal year, or part thereof. The tasks in the Cost Proposal must coincide with the tasks set forth in the RFP Section 3.0.

5.4.C Summary of Subcontractor Costs - The Cost Proposal must contain a section that summarizes by task each subcontractor's costs, for each fiscal year.

5.4.D. Task Detail –The Cost Proposal must contain a section that, in detail, breaks down all costs associated with each task set for in RFP Section 3. At a minimum the detail must include line-items for the following:

- Detailed labor costs including hourly billing rates and number of hours (must agree with the hours and staffing titles used in the Technical Proposal in the Management and Staffing section).
- Detailed operating expenses.
- Overhead and indirect costs.
- Acknowledgement that travel and per diem rates do not exceed those established for the State of California's non-represented employee's, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations (See Attachment 3).

In addition, the task detail must identify the following:

- If applicable, which labor, goods, or services within a task are being provided by a subcontractor, including but not limited to DVBE subcontractor(s)/supplier(s).

6. MONITORING

CDE and all authorized state control agencies must have access to all internal and external reports, documents, data and working papers used by the contractor and subcontractors in the performance and administration of this contract. CDE shall monitor all aspects of the contractor's performance.

CDE's Contract Monitor and the contractor's Project Manager must communicate, as needed and scheduled by CDE, to review the contractor's progress and performance pursuant to Section 3. The reviews will include, but not be limited to, specified approvals, problems encountered under the contract, if any, future performance under the contract, and any other subject relating to completion of tasks under this contract. In addition, monthly progress reports must be prepared by the contractor, submitted to CDE for review, and finalized and distributed by the contractor pursuant to Section 3.

With each monthly itemized invoice for reimbursement, the contractor must attach a written progress report that includes, but is not limited to, relevant tasks and activities from the schedule and progress noted for each. The invoice must be easily comparable by CDE staff to the Cost Proposal submitted in response to this RFP. Except as specified below no line item invoiced may exceed the corresponding line item in the Cost Proposal. The progress reports must include a report of activities completed during the prior month, identify and address any unanticipated issues or problems. CDE will not approve any invoice for payment on this contract until it has received the monthly progress reports due accordingly.

The contractor must retain and update records and accounts on a monthly basis and must be able to prepare and submit statistical, narrative, and/or financial and program reports and summaries related to this contract as requested by CDE.

Unless otherwise requested by CDE, the contractor must prepare reports and summaries in the format herein described. The contractor's name must appear only on the cover and title page of reports and summaries. The cover and title page must read as follows:

California Department of Education
Special Services and Support Branch
American Sign Language DVD Report or Summary
by **[insert Contractor's name]**
Contract # **[insert contract number]**

The State reserves the right to use and reproduce all reports, summaries, and data reports developed pursuant to this agreement.

Send reports and summaries to:

Andrew Laufer, Education Administrator I
California Department of Education
Special Services And Support Branch
1430 N Street, Rom 5602
Sacramento, CA 95814

7. CONTRACT TERMS AND REQUIREMENTS

7.1 Compensation

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein. Payments shall be made in arrears on a monthly basis, upon receipt of an itemized invoice and a hard copy monthly progress report (see RFP sections 3 and 6) of activities performed during the invoice period with original signatures. Payment of the invoice will not be made until the CDE accepts and approves the invoice. To be approved the invoice must include the level of detail described in Section 6 for each task for the fiscal year in which the expense was incurred. Further, the invoice must be easily comparable by CDE staff to the cost proposal submitted in response to this RFP. Except as specified below no line item invoiced may exceed the corresponding line item in the cost proposal.

In accordance with the requirements set forth in the Public Contract Code, Section 10346, the State shall withhold from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and shall be released pending final completion of this Agreement to the satisfaction of the State and completion and submission of a Contract/Contractor Evaluation (Std. 4) form by the CDE's contract monitor to the Contracts Office.

All travel costs shall be reimbursed at rates not to exceed those established for CDE non-represented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations (Attachment 5)

Surplus funds from a given line item of the budget, up to ten percent of that line item, may be used to defray allowable direct costs under other budget line items with prior written CDE approval. Any budget line item change of more than ten percent requires a contract amendment and approval by the State Department of General Services if required by State law or policy. Changes cannot be made which increase the rates of reimbursement.

7.2 Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

7.3 Staff Replacements

Changes to any of the contractor's professional project personnel or management team (e.g., Project Manager or Fiscal Officer) requires formal approval by the CDE Contract Monitor, and in most cases requires a contract amendment and approval by the California Department of General Services. The staffing change may not occur until the contractor receives written approval of the change by the CDE Contract Monitor, and written approval is required at least 30 days in advance of the staffing change.

7.4 Ownership of Materials

All materials developed under the terms of this agreement are the property of CDE. CDE reserves the exclusive right to copyright such material, and to publish, disseminate, and otherwise use materials developed under the terms of this agreement.

Copyright for CDE must be noted on all materials produced for the purposes of this contract.

7.5 Retention of Records

The contractor shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that they shall be kept available by the contractor during the contract period and thereafter for five full years from the date of the final payment. The CDE must be permitted to audit, review, and inspect the contractor's activities, books, documents, papers and records during progress of the work and for five years following final payment.

7.6 Ownership and Disposition of Equipment

The purchasing of equipment is not allowed.

7.7 Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7.9 Contract Amendment

The contract executed as a result of this RFP will be able to be amended by mutual consent of the California Department of Education and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

7.10 Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

7.11 Subcontracting

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Monitor during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to prior written approval of the Contract Monitor. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7.12 Prohibition Against Outside Agreements

The contractor and subcontractor(s) must not enter into agreements related to products and/or services of this contract without the prior approval by the State of a work proposal and budget for the work proposed.

7.13 Parental Consent

The contractor shall secure all necessary parental releases for photography or filming of minors by obtaining documented parental consent and provide the completed parental consent documentation to the CDE prior to completion of the project.

7.14 Confidentiality

The contractor shall not disclose data or documents or disseminate the contents of documents or reports without express written permission from CDE's Contract Monitor.

Contractor shall not comment publicly to the press or any other media regarding its data or documents, or CDE actions on the same, except at a public hearing, or in response to questions from a legislative committee.

The contractor must immediately notify CDE if a third party requests or subpoenas documents related to this contract.

7.15 Disclosure of Financial Interests

Offers in response to this RFP must disclose any financial interests that may, in the foreseeable contract, allow the individual or organization submitting the offer to materially benefit from the state's adoption of a course of action recommended in the development and administration of the **American Sign Language DVD**.

During the performance of this Contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from this contract, the Contractor must inform the State in writing within 10 working days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the Contract.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code section 12102(j).

Contractor should also be aware of the following provisions of Government Code § 1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

7.16 Correspondence

Correspondence prepared by the contractor relating to the philosophy or funding of this project of an advertising or solicitous nature for professional purposes must be reviewed by CDE prior to mailing or distribution.

As a standard business practice, the contractor must "copy" CDE's Contract Monitor on each final letter, e-mail, and memorandum prepared by the contractor under the scope of work of this contract if they are sent for the purposes of advertising or soliciting business.

7.17 News Releases

The contractor must not issue any news releases or make any statement to the news media in any way pertaining to this contract without the prior written approval by CDE, and then only in cooperation with CDE.

7.18 CDE Approval of Deliverables

All approvals, orders for correction, or disapprovals from CDE must be in writing. If CDE deems a deliverable or product as unacceptable, the contractor shall make required corrections within the time frame required by CDE.

Failure of the contractor to obtain prior CDE approval of deliverables or products shall not relieve the contractor of performing the related contract responsibilities and providing related required deliverables or products to CDE. The contractor must accept financial responsibility for failure to meet agreed-upon timelines and quality standards.

CDE shall have no liability for payment of any work, of any kind whatsoever, which commences without prior CDE approval.

7.19 Representational Conflicts of Interest:

The Contractor must disclose to the CDE Contract Monitor any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to CDE. CDE may immediately terminate this contract if the contractor fails to disclose the information required by this section. CDE may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

7.20 Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC § 10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10% or less of the contract price) may not submit a bid/proposal, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such consulting services contract (see PCC § 10365.5). *7.2, 1Unlawful Denial of Services (Government Code Section 11135)*

7.21 Unlawful Denial of Services (Government Code Section 11135)

No person in the State of California shall, on the basis of ethnic group identification, religion, age, sex, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is funded directly by the state or receives any financial assistance from the state.

With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe

stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, “disability” means any of the following with respect to an individual: (1) a physical or mental impairment that substantially limits one or more of the major life activities of the individual, (2) a record of an impairment as described in paragraph (1), or (3) being regarded as having an impairment as described in paragraph (1).

7.22 Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the contractor.

This agreement may be suspended or cancelled without notice, at the option of the contractor, if the contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the contractor is unable to render services as a result of any action by any governmental authority.

7.23 Follow-on Contracts

No contractor, subcontractor, person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, (see PCC § 10335.5) may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action, which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract (see PCC § 10365.5).

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC-307) apply to this RFP and will be incorporated by reference into any resulting contract. GTC-307 may be accessed at:
<http://www.dgs.ca.gov/ols.GTC-307.doc> (Outside Source).

9. EVALUATION PROCESS

Each proposal will be evaluated to determine responsiveness to the requirements and standards as described in this RFP. The CDE reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this RFP. The selection process complies with the requirements for competitive bidding in the State Public Contract Code section 10344(b) requiring prospective bidders to submit their technical proposals and cost proposals in separate sealed envelopes or packages.

Following the time and date for receipt of proposals, each Technical Proposal will be opened and evaluated using a two-step process.

Step I consists of two parts.

The initial part of the first step (**Step I, Part 1**) pertains to proposal requirements and minimum qualifications and standards. Proposals will be evaluated on a yes/no basis for all criteria in Step I. Receipt of a "no" may result in elimination of the proposal from further consideration.

Step I, Part 2, technical evaluation, will yield numeric score ratings. A review panel will rate proposals on criteria described in the performance section. Any proposal receiving a rating of less than 108 out of 120 points will be rejected.

Step II of the process is the public opening of the envelope containing the cost/price information. Only those proposals passing the first step of the process will have their envelopes opened and read. The public opening of the cost/price proposals for those passing the first step (Step I) will be held:

January 7, 2010
2:00 P.M.
California Department of Education
Special Services and Support Branch
1430 N Street, Suite 5602
Sacramento, CA, 95814

CDE Contracts Office will review the Cost Proposals for compliance with the standards and requirements in the RFP including a review comparing the hours in the Cost Proposal with the hours in the management and staffing component of the Technical Proposal. Inconsistencies between the Technical Proposal and the Cost Proposal may result in the rejection of the proposal.

The Small Business Preference and DVBE Incentive Option will be computed, by the Contracts Office, if required documentation is included in the proposal and adjustments to bid prices will be made accordingly. The contract will be awarded to the lowest responsible bidder meeting the specifications as described above.

A notice of the proposed bidder to receive the award will be posted for five working days beginning January 12, 2010 through January 18, 2010 (tentative), in the CDE lobby located at 1430 N Street, Sacramento, CA and on the CDE Web site at: <http://www.cde.ca.gov/fg/fo/>. After the five-day notice has been completed, the proposed awardee will be formally notified by mail. During the same period, proposals and rating sheets will be available for public inspection at the California Department of Education, Contracts Office, during normal business hours.

10. CONTRACT AWARD PROTEST PROCEDURES

If prior to the formal award, any bidder files a protest with the Department of General Services against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. Within five days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for the protest. Protests shall be limited to those specified in Public Contract Code section 10345 (Attachment 2 describes the protest procedures to be followed by a bidder filing a protest).

11. RATING CRITERIA

The rating criteria used for this RFP follow in the **Rating Criteria and Evaluation Form for the American Sign Language DVD RFP: Step I, Part I and Step I, Part II.**

RATING CRITERIA AND EVALUATION FORM FOR THE AMERICAN SIGN LANGUAGE DVD RFP
STEP I, PART I

Name of Bidder: _____

Minimum Qualifications and Standards for the Technical Proposal

Qualifier / Standard	Yes	No
Intent to Submit a Proposal (Attachment 4) received as specified in section 4.4 and 4.5 of the RFP.		
One clearly marked Technical Proposal and six copies received as specified in section 5.1 of the RFP.		
One clearly marked Cost Proposal and six copies received as specified in section 5.1 of the RFP.		
Complete Cover Letter provided as required per section 5.3A of the RFP		
Table of Contents present as required per section 5.3B of the RFP		
Scope of the Project present as required per section 5.3C of the RFP		
Management and Staffing present as required per section 5.3D of the RFP		
Related Capacity and Experience present as required per section 5.3E		
Examples of Previous Work present as required per section 5.3.F		
Requirements for all Subcontractors present as required per section 5.3F		
Required Attachments present as required per section 5.3G		

RATING CRITERIA AND EVALUATION FORM FOR THE AMERICAN SIGN LANGUAGE DVD RFP
STEP I, PART II

Name of Bidder: _____

Propensity to Complete the Project-Each Section Worth 10 Points

Scope / Goal		Points
Celebrate, not despair.	Demonstrates full understanding of a hearing parent's typical reaction upon learning that their child is Deaf or Hard of Hearing (DHH). Clearly describes how the DVD will convey the message that the birth of their child is cause for celebration because with the acquisition of language via ASL their child will be able to do anything a hearing child can do, except hear.	
Inclusion of Hard of Hearing (HH) children with hearing aids, and deaf children with cochlear implants (CI)	The DVD will demonstrate that children with hearing aids or CIs will benefit from language development via ASL. Points out that language development will occur even if the CI and hearing aids fail. Clearly demonstrates that speech development will not be slowed with ASL skill development but will likely improve. Social skills may also improve with ASL skills.	
Not promote one educational approach over another.	The proposal does not openly advocate for any one educational approach over another with respect to oral/auditory, total communication, and bilingual ASL/English approach. Academic success is highlighted with respect to ASL skill development as it pertains to understanding the world around them and their ability to communicate effectively.	
Benefits of language development	The proposal effectively describes the benefits of language development and how the DVD will show the realization of these benefits. The benefits of language development include the ability to communicate effectively with precision and eloquence; to have a context for which to understand the world around us; to develop bilingually, and to connect with family, friends, and community with profound potential; etc.	
Psycho-Social Development	The proposal effectively describes how the DVD will convey the idea that psycho-social development, particularly with respect to parent-child relationships and other family relationships, are positively influenced with the development of ASL skills. This extends to social skills required to participate in various social events or venues like school, community gatherings, shopping, etc.	
Professional Achievement	The proposal effectively describes how the DVD will convey the idea that acquisition of language skills through ASL will facilitate their children's climb to professional careers in medicine, business, liberal arts, education, sports, science, or any other discipline they choose because of the eloquence, precision, and efficiency of ASL.	

RATING CRITERIA AND EVALUATION FORM FOR THE AMERICAN SIGN LANGUAGE DVD RFP
STEP I, PART II (Page2)

Name of Bidder: _____

Scope / Goal		Points
Oversight Committee Input	The proposal clearly spells out how the bidder will work with the oversight committee to schedule meetings and provide information that ensures complete, consistent communication throughout the contract period to produce the desired DVD within the cost and time constraints.	
Music, Sound, Voice Over, and Open Captioning Capacity	The proposal describes how music, sound, and voiceover components of the DVD will be professionally incorporated throughout. The description emphasizes sound as a critical component of the DVD and demonstrates an understanding that sound components will have a profound emotional impact on hearing parents viewing the DVD.	
Positive Imagery	The proposal narrative describes how positive imagery will be maintained. It includes factors influencing positive imagery such as lighting, background, calm and friendly appearance of individuals, etc. The proposal notes that if individuals with disabilities are used in the filming, care will be taken so the focus remains on language development with ASL and not the disability of the participant.	
Accessibility	The proposal indicates that closed captioning will be used as well as voiceover for interpreters so the DVD is fully accessible to both hearing and Deaf viewers. The proposal indicates the proficiency (or fluency) of the interpreters chosen to do voiceover. The description expands on how accessibility will be improved with other options.	
Capacity	The proposal clearly identifies their capacity and expertise to complete the task of creating the DVD and addresses all of the factors listed in Section 3 of the proposal with respect to the technical and management aspects of the project. It also expands the narrative to indicate extensive capacity to get the job done.	
Experience	The bidder has extensive experience working with and filming in the Deaf Community. The bidder also has a strong understanding of Deaf culture and requirements for ASL skill development. Additionally, the bidders has experience working in and outside of the Deaf Community in a professional capacity making films requiring research, archival material and innovative approaches.	

Total Points _____

SMALL BUSINESS PREFERENCE SHEET

NOTICE TO ALL BIDDERS: Section 14835, et seq. of the *California Government Code* requires that a five percent (5%) preference be given to all bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, *California Code of Regulations*, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and DVBE Services (OSDS) by 5:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the OSDS 916-375-4940.

Are you claiming preference as a small business? ☐ YES ☐ No

Company Name: enter company name

Signature: _____ Date: enter date

If you are claiming the preference, you **MUST** attach a copy of your certification letter from OSDS or any proof of certification from the State of California, including an e-mail or a Web site print out.

If you have applied and not yet been formally certified, include the date of application.

Date applied (if not yet certified): enter date

PROTEST PROCEDURES FOR REQUEST FOR PROPOSAL

A. Notification

1. Contracts awarded under the provisions of a procedure utilizing a Request for Proposal (See *Public Contract Code* Section 10344) shall be awarded only after a notice of the proposed award has been posted in the offices of the contracting agency for five working days.
2. If prior to the award any bidder files a protest with the Department of General Services (DGS) against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, CA 95605
Fax: 916-376-5088

3. Within five days after filing the protest, the protesting bidder shall file with the DGS a full and complete written statement specifying the grounds for the protest.

B. Grounds for Protest

The agency failed to follow the procedures specified in the Request for Proposals or the *Public Contract Code*.

C. Procedures:

1. Following receipt of a protest filed as prescribed, the DGS shall determine whether the protest is to be resolved by written submission of material or by public hearing. (See Title 2, *California Code of Regulations*, Section 1195, et seq.)

2. Hearing Procedures

- a. A hearing shall be conducted by the Director of the DGS or by a designated representative pursuant to the applicable statutes and regulations.
- b. The DGS arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own cost.
- c. All of the costs of the proceedings are charged to the State agency involved.

California State Travel Program

Travel and Per Diem Limitations

A summary of the State of California Short-term Travel Expense Reimbursement Program Administered by the Department of Personnel Administration

Rates, timeframes, and requirements are applicable to all contractors and subcontractors. Additional details applicable to the travel reimbursement program may be found in the *California Code of Regulations*, Title 2, Division 1, Chapter 3, Article 2 (requirements applicable to excluded employees).

Conditions of Travel

Reimbursement shall not be made for meal and lodging expenses incurred within 50 miles of home or headquarters. CDE may approve meals and/or lodging for employees *on travel status* away from, but within 50 miles of home or headquarters. Delegation does not extend to the approval of meals or lodging at either the home or headquarters location.

Lodging Reimbursement Rates – In-State

In-state rates are applicable when state business requires an overnight stay and the employee uses a good, moderately priced commercial lodging establishment (hotel, motel, bed and breakfast, or public campground) that caters to the short-term traveler, and for day trips of less than 24 hours.

Lodging Reimbursement - (receipt required)

Statewide with the following exceptions	- up to \$84.00 + tax
Counties of Los Angeles and San Diego	- up to \$110.00 + tax
Alameda, San Francisco, San Mateo, and Santa Clara	- up to \$140.00 + tax

Note: Travelers who do not provide a lodging receipt are eligible to claim meals/incidentals only as appropriate to the timeframes of travel (see below for rates and timeframes).

Mileage Reimbursement Rates

All privately owned vehicle mileage driven on State business is subject to advanced approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

Automobile: 55 cents per mile*

If dropped off and picked up at a common carrier and no parking expense is claimed, mileage to and from the common carrier may be claimed at the above appropriate rate times twice the number of miles you actually occupy the vehicle (pays for each round trip).

*Effective January 1, 2009

Meals and Incidentals- (each 24 hour period)

Breakfast: **actual expense up to** \$6.00
Lunch: **actual expense up to** \$10.00
Dinner: **actual expense up to** \$18.00
Incidentals: **actual expense up to** \$6.00

Note: **YOU** must retain all meal receipts for audit by the state or the IRS.

Timeframes

First Day (Trip of More Than 24 Hours):

Trip begins at or before 6 a.m.: may claim breakfast

Trip begins at or before 11 a.m.: may claim lunch

Trip begins at or before 5 p.m.: may claim dinner

Fractional Day (After 24 Hours of Travel):

Trip ends at or after 8 a.m.: may claim breakfast

Trip ends at or after 2 p.m.: may claim lunch

Trip ends at or after 7 p.m.: may claim dinner

Fractional Day (Trip of Less Than 24 Hours of Travel):

Trip must begin at or before 6 a.m. AND end at or after 9 a.m. in order to claim breakfast

Trip must begin at or before 4 p.m. AND end at or after 7 p.m. in order to claim dinner

No lunch or incidentals may be claimed. **If there is no overnight stay, these meals are taxable.**

Note: Full meals included in airfare, hotel and conference fees, or otherwise provided may not also be claimed for reimbursement. The same meal may not be claimed more than once on any date. Continental breakfast of rolls, coffee, and juice are not considered full meals.

Conferences/Conventions (Rooms that are contracted by the sponsors for the event)

- State sponsored:
With receipt, up to \$110.00 + tax
- Non-state sponsored:
With receipt, up to the rate contracted for the event

Out-of-State Travel

Lodging with receipt: actual expense (subject to CDE approval)

Meals/incidentals: same rates/requirements as in-state reimbursement

Receipts/Miscellaneous:

Receipts are required for each item for expense for street car, ferry fares, bridge and road tolls, local transit, taxi, shuttle, or hotel bus, and parking over \$10, business phone calls over \$5.00, all gas for rental cars and all lodging, regardless of amount.

Keep all receipts. CDE may require submission of receipts with invoices. All business expenses are to be incurred as a result of conducting state business, and are subject to review/verification by the CDE.

Subcontractors are subject to the same rules and requirements if they are reimbursed for travel. Meals and refreshments or break service at meetings are not reimbursable when the individual is not on travel status.

Intent to Submit a Proposal for American Sign Language DVD

Return this *Intent to Submit a Proposal* form if you plan to submit a proposal for the American Sign Language DVD and/or if you want answers to questions about the RFP prior to submitting your proposal. This *Intent to Submit a Proposal* must be received by mail or fax no later than 5:00 p.m. on November 16, 2009 at:

Andrew Laufer, Education Administrator I
Special Services and Support Branch
California Department of Education
1430 N Street, Room 5602
Sacramento, CA 95814
Fax: 916-319-0100

I/We intend to submit a proposal for a contract for the American Sign Language DVD.

Name of Firm: [insert name of firm]

Individual Contact: [insert contact name]

Address: [insert street address, city, and zip code]

Phone: [555-555-5555] Fax : [555-555-5555]

E-mail address: [insert e-mail address]

Signature of Firm's Representative

Date

Title of Representative: [insert title of representative]

QUESTIONS

The purpose of this *Intent to Submit a Proposal* form provides us with information to plan adequately for the review of proposals and to elicit from you questions that may be of concern to all bidders. Questions, requests for clarification, concerns, and comments from applicants related to this Request for Proposal (RFP) must be prepared and submitted in writing, noting the page number(s) and section(s) from the RFP, and must be accompanied by the name, fax number, and e-mail address of the person to whom the responses are to be sent. The CDE shall make every effort to answer all questions received. The written response will include a list of all the questions submitted. This response will be posted on the CDE Web site and will be e-mailed only to the parties that submitted an *Intent to Submit a Proposal* form; therefore, e-mail addresses must accompany written questions.

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

I certify that [insert name of organization] has no personal or financial interests and no present employment or activity which would be incompatible with this organization's participation in any activity related to the RFP or execution of the awarded American Sign Language DVD Contract. For the duration of this organization's involvement in the American Sign Language DVD Contract, this organization agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or proposer on the American Sign Language DVD Contract.

I certify that this organization will keep all **American Sign Language DVD Contract** information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the California Department of Education has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **American Sign Language DVD Contract**. I understand that the information to be kept confidential includes names and contact information for any of the filmed subject without their written consent. I understand that if this organization leaves this **American Sign Language DVD Contract** before it ends, this organization must still keep all Contract information confidential. I agree to follow any instructions provided by **American Sign Language DVD Contract** relating to the confidentiality of **American Sign Language DVD Contract** information.

I fully understand that any unauthorized disclosure made by this organization may be a basis for civil or criminal penalties and/or disciplinary action. I agree to advise Andrew Laufer, the Contract Monitor, at 916-319-0797, immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to **American Sign Language DVD Contract** confidential information has or intends to disclose that information in violation of this agreement.

Company Name: [insert company name]
Authorized Representative: [insert authorized representative]
Phone Number: [insert phone number]
Fax Number: [insert fax number]
E-mail Address: [insert fax number]

Signature _____ Date [insert date]

This information is subject to verification by the State of California. If the State finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

Return this Conflict of Interest and Confidentiality Statement, as a condition of receipt of this contract, to:

Andrew Laufer, Education Administrator I
Special Services and Support Branch
California Department of Education
1430 N Street, Room 5602
Sacramento, CA 95814
Fax: 916-319-0100

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **Confidentiality and Non-Disclosure Agreement** certifies that all employees of the company identified below will apply confidentiality measures in compliance with the practices or procedures mandated by the California Department of General Services and/or the California Department of Education regarding public information. All confidential information will remain the exclusive property of the California Department of Education. All requests from entities other than those related to the American Sign Language DVD contract must be approved by the California Department of Education Contract Monitor.

On behalf of below company, I fully understand that disclosure of confidential information may be cause for civil penalties.

Company Name: [insert company name]

Authorized Representative: [insert authorized representative]

Phone Number: [insert phone number] Fax Number: [insert fax number]

E-mail Address:

Signature

Date

Print Name and Title:

This information is subject to verification by the State of California. If the State finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

CALIFORNIA DEPARTMENT OF EDUCATION COMPUTER SECURITY POLICY American Sign Language DVD

This policy applies to employees, contractors, consultants, temporaries, and other workers at the California Department of Education, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by employees, contractors, consultants, and temporaries, including all personnel affiliated with third parties.

In order to secure California Department of Education information technology (IT) resources and mitigate security vulnerabilities, all users shall use California Department of Education IT resources responsibly and adhere to the following requirements:

1. Install antivirus software and ensure that virus definition (DAT) files are, and remain, up to date.
2. Apply vendor-supplied patches/fixes necessary to repair security vulnerabilities.
3. Do not share your computer or network account(s) password with anyone. This includes family and other household members when work is being done at home.
4. Read and comply with the California Department of Education Computer Use Policy.*

I have read and understand the California Department of Education Computer Security Policy.

Signature: _____ Date: [insert date here]
Print Name and Title: [print name and title here]

This information is subject to verification by the State of California. If the State finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

*The TSD-400 form will be supplied to the successful bidder.

This form must be kept on file by the bidder and made available to the California Department of Education, upon request, as a condition of receipt of the contract.

Darfur Contracting Act Certification

Pursuant to Public Contract Code Section 10478, if a vendor currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, please insert your company name and Federal ID Number and complete **only one of the following** three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

Company/Vendor Name (Printed)	Federal ID Number
Printed Name and Title of Person Initialing (for Options 1 or 2)	

1. _____ We do not currently have, and have not had within the previous three
Initials years, business activities or other operations outside of the
United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials Section 10476, but we have received written permission from the
Department of General Services (DGS) to do business with the State
of California pursuant to Public Contract Code Section 10477(b). A
copy of the written permission from DGS is attached.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company as
below defined in Public Contract Code Section 10476.

Certification for # 3.

I, the official named below, **certify under penalty of perjury** that I am duly authorized to legally bind the above referenced vendor to the clause listed above in # 3. This certification is made under the laws of the State of California.

By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of